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10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 **FILIP C. IACOB,**

13 **Plaintiff,**

Case No.: 2:14-cv-00923-JAD-GWF

14 **vs.**

15 **LAS VEGAS METROPOLITAN POLICE**  
16 **DEPARTMENT; AND DOE DEFENDANTS**  
17 **I-X,**

18 **Defendant.**

19 **STIPULATED PROTECTIVE ORDER**

20 Plaintiff seeks to obtain, inspect and copy documents and/or things which the Las  
21 Vegas Metropolitan Police Department ("Department") contends contains private and sensitive  
22 information, confidential information of Department, its officers and employees, its internal  
23 investigative and administrative actions, and other confidential information. Pursuant to an  
24 agreement by the Parties, the Court hereby enters the following Order for Protection  
25 ("Protective Order"):

26 **TERMS OF PROTECTIVE ORDER**

27 **DEFINITIONS**

28 The following definitions apply to the Protective Order:

1. **Party.** Any party to this action, including all of its officers, directors, employees,

1 consultants, experts, and outside counsel. Party, as used in this Protective Order, shall also refer  
2 to the Las Vegas Metropolitan Police Department, and its officers, agents and employees.

3 2. Disclosure or Discovery Material. All items or information, regardless of the  
4 medium or manner generated, stored, or maintained (including, among other things, testimony,  
5 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
6 discovery in this matter.

7 3. "Confidential" Information or Items. "Confidential" Information is information  
8 (regardless of how generated, stored or maintained) or tangible things that merits protection  
9 under Rule 26(c) of the Federal Rules of Civil Procedure. While the parties do not hereby agree  
10 to the production of any specific document or category of document, or that any specific  
11 document or category of document merits legal protection from disclosure, and each Party  
12 reserves the right to contest a designation of a document or other material marked as  
13 "Confidential," "Confidential Information **may** include the following: (a) information that  
14 qualifies for protection under the law enforcement investigative and/or official information  
15 privileges, or that contain Criminal History Information; (b) personal information regarding  
16 individuals including Social Security Numbers, dates of birth and medical information which a  
17 person would have a reasonable expectation of privacy; and (c) information concerning,  
18 regarding, or as a result of covert or undercover law enforcement investigation(s) technique(s),  
19 method(s) or source(s), including the identity of any confidential informant, undercover officer  
20 information, or information referring to any undercover or active criminal investigations.  
21 Confidential Information does not include information that: (a) is in the public domain at the  
22 time of disclosure; (b) becomes part of the public domain through no fault of the Receiving  
23 Party; or (c) the Receiving Party can show was in its rightful and lawful possession at the time of  
24 disclosure.

25 4. Receiving Party. A Party that receives Disclosure or Discovery Material or  
26 Confidential Information from a Producing Party.

27 5. Producing Party. A Party or third-party that produces Disclosure or Discovery  
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1 Material or Confidential Information in this action.

2 6. Designating Party. A Party or third-party that designates information or items as  
3 “Confidential.”

4 7. Challenging Party: A party that elects to initiate a challenge to a Designating  
5 Party’s confidentiality designation.

6 8. Protected Material. Any Disclosure or Discovery Material or Confidential  
7 Information that is designated as “Confidential.”

8 9. Outside Counsel. Attorneys who are not employees of a Party but who are  
9 retained to represent or advise a Party in this action.

10 10. House Counsel. Attorneys who are employees of a Party.

11 11. Counsel (without qualifier). Outside Counsel and House Counsel (as well as their  
12 support staffs).

13 12. Expert. A person with specialized knowledge or experience in a matter pertinent  
14 to the litigation retained by a Party or its Counsel to serve as an expert witness or as a consultant  
15 in this action. This definition includes, but is not limited to, a professional jury or trial consultant  
16 retained in connection with this litigation.

17 13. Professional Vendor. Person or entity that provides litigation support services  
18 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing,  
19 storing, retrieving data in any form or medium; etc.) and its employees and subcontractors.

20 14. Confidentiality Log: a Confidentiality Log must accompany any production of  
21 documents designated as “Confidential” that includes the Bates numbers of the documents  
22 designated (or the portions thereof) as “Confidential” and the basis for doing so. Each Producing  
23 Party shall keep this log cumulatively and re-produce it every time they designate something as  
24 “Confidential” so that it is a cumulative record of what the party has marked “Confidential.”

25 15. The use of the singular form of any word includes the plural, and vice versa.  
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1                   **SCOPE**

2                   The protection conferred by this Protective Order covers not only Protected Material, but  
3 also any information copied or extracted therefrom, as well as all copies excerpts, summaries, or  
4 compilations thereof, testimony, conversations, or presentations by parties or counsel to or in  
5 court or in other settings that might reveal Protected Material.

6                   **DURATION**

7                   Even after the termination of this action, the confidentiality obligations imposed by this  
8 Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
9 court order otherwise directs.

10                  **DESIGNATING PROTECTED MATERIAL**

11                  A Designating Party must exercise restraint and make good faith efforts to limit  
12 Confidential designations to specific materials that qualify for protection under the appropriate  
13 standard. Further, a Designating Party must use good faith efforts to designate for protection only  
14 those parts of material, documents, items, or communications that qualify – so that other portions  
15 of the materials, documents, items, or communications for which protection is not warranted are  
16 not swept unjustifiably within the ambit of this Order. If only a portion or portions of the material  
17 on a page qualifies for protection, the Designating Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate makings in the margins or redacting protected portions).

19                  1.       **Manner and Timing of Designations.** Except as otherwise provided herein, or as  
20 otherwise ordered, material that qualifies for protection under this Order must be clearly designated  
21 before it is disclosed or produced. Designations in conformity with this Order require:

22                           a.       **For information in documentary form.** The Producing Party shall  
23 affix the legend “Confidential” on each page that contains Protected Material. A Producing Party  
24 that makes original documents or materials available for inspection need not designate them for  
25 protection until after the inspecting Party has indicated which material it would like copied and  
26 produced. During the inspection and before the designation, all of the material made available for  
27 inspection shall be deemed “Confidential.” After the inspecting Party has identified the documents it  
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1 wants copied and produced, the Producing Party must determine which documents, or portions  
2 thereof, qualify for protection under this Order, and, before producing the specified documents, the  
3 Producing Party must affix the appropriate legend on each page that contains Protected Material. If  
4 only a portion or portions of the material on a page qualifies for protection, the Producing Party also  
5 must clearly identify the protected portion(s) (e.g., by making appropriated markings in the margins  
6 or by redacting protected portions). A Confidentiality Log must accompany any production of  
7 Protected Material that includes the Bates numbers of the documents designated (or the portions  
8 thereof) as "Confidential" and the basis for doing so. A certification by the reviewing attorney  
9 shall be made concurrently with the disclosure of the document using the form attached hereto as  
10 Exhibit A which shall be executed subject to the standards of Rule 11 of the Federal Rules of  
11 Civil Procedure, and shall be accompanied by a Confidentiality Log in the form included at  
12 Exhibit A.<sup>1</sup> If an unrepresented Non-party is a Producing Party and designates documents as  
13 Confidential, a certification need not be executed but a Confidentiality Log of all confidential  
14 designations still must be provided.

15 b. For testimony given in deposition or in other pretrial or trial  
16 proceedings. Before the close of the deposition, hearing, or other proceeding, the Party or non-  
17 party offering or sponsoring the testimony shall identify on the record all protected testimony and  
18 further specify any portions of the testimony that qualify as "Confidential." When it is impractical  
19 to identify separately each portion of testimony that is entitled to protection, the Party or non-party  
20 that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or  
21 proceeding is concluded) a right to have up to ten (10) business days to identify the specific  
22 portions or the testimony as to which protection is sought. Only those portions of the testimony  
23 that are appropriately designated for protection under the standards set forth herein within the ten  
24 (10) business days shall be covered by the provisions of this Protective Order. Upon request of a  
25 Designating Party, transcript pages containing Protected Material must be separately bound by the  
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27 <sup>1</sup> The Log shall be cumulative, with documents listed in Bates number order, a new and supplemented  
28 version required each time a Designating Party designates additional documents or other materials.

1 court reporter, who must affix to the top of each such page the legend "Confidential" as instructed  
2 by the Party or non-party offering or sponsoring the witness or presenting the testimony. Such  
3 designation shall be specific as to the portions to be protected and, if made by a Party, shall be  
4 accompanied with a certification and log on the form attached hereto as Exhibit A. A  
5 Designating Party must exercise restraint and make good faith efforts to limit "Confidential"  
6 designations to specific materials that qualify for protection under the appropriate standards.

7 c. For information produced in some form other than documentary,  
8 and for any other tangible items. The Producing Part shall affix in a prominent place on the  
9 exterior of the container or containers in which the information or item is stored the legend  
10 "Confidential." If only portions of the information or item warrant protection, the Producing  
11 Party, to the extent practicable, shall identify the protected portions. Such designation shall be  
12 specific as to the portions to be protected and, if made by a Party, shall be accompanied with a  
13 certification and log on the form attached hereto as Exhibit A.

14 2. Inadvertent Failure to Designate. Inadvertent failure to identify documents or  
15 things as "Confidential" pursuant to this Protective Order shall not constitute a waiver of any  
16 otherwise valid claim for protection, provided that the provisions of this paragraph are satisfied.  
17 If the Designating Party discovers that information should have been but was not designated  
18 "Confidential" or if the Designating Party receives notice that would enable the Designating  
19 Party to learn that it has disclosed such information, the Designating Party must immediately  
20 notify all other parties. In such event, within thirty (30) days of notifying all other Parties, the  
21 Designating Party must also provide copies of the "Confidential" information designated in  
22 accordance with this Protective Order. After receipt of such re-designated information, the  
23 "Confidential" information shall be treated as required by this Protective Order. The Receiving  
24 Party shall receive no liability, under this Protective Order or otherwise, for any disclosure of  
25 information contained in unlegended documents or things occurring before the Receiving Party  
26 was placed on notice of the Designating Party's claims of confidentiality.

27 3. Designating Documents Produced By Another Party or a Third Party. A receiving  
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1 party may assert an interest in protecting information, documents, or material produced or  
2 disclosed by another party or a third party. In such event, within thirty (30) days of receipt of  
3 such materials, the Designating Party must, in writing and by completion of a certification and  
4 log on the form attached hereto as Exhibit A, request that materials be marked and treated as  
5 “Confidential” Protected Material in accordance with this Order.

### 6 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 1. Burden. The burden of proving the necessity of a “Confidential” designation  
8 remains with the party asserting confidentiality.

9 2. Notice; Opportunity to Challenge. A Party that elects to initiate a challenge to a  
10 Designating Party’s confidentiality designation must do so in good faith and must begin the  
11 process by giving written notice to the party who affixed (or requested) the “Confidential”  
12 designation of the specific basis for the challenge, and must confer with counsel for the  
13 Designating Party. The party who so designated the documents shall have ten (10) days from  
14 service of the written notice to determine if the dispute can be resolved without judicial  
15 intervention and, if not, to move for an Order confirming the “CONFIDENTIAL” designation,  
16 and the status as Protected Material.

17 3. Treatment as Protected Material until order or withdrawal. Notwithstanding any  
18 challenge to the designation of documents as such, all material previously designated  
19 “Confidential” shall continue to be treated as Protected Material subject to the full protections of  
20 this Order until one of the following occurs: (1) the Party who claims that the documents are  
21 Protected Material withdraws such designation in writing; (2) the Party who claims that the  
22 documents are confidential fails to move timely for an Order designating the documents as  
23 confidential as set forth in paragraph 9.b. above; or (3) the Court rules that the documents are not  
24 Protected Material and/or should no longer be designated as “Confidential.”

25 4. No Waiver. Challenges to the confidentiality of documents may be made at any  
26 time and are not waived by the failure to raise the challenge at the time of initial disclosure or  
27 designation.  
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**ACCESS TO AND USE OF PROTECTED MATERIAL**

1. Basic Principles. Protected Material may be disclosed only to the categories of persons and under the conditions described in the Protective Order. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order.

2. Disclosure of “Confidential” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated Confidential only to:

a. The Parties to this action and the Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation. Counsel of Record shall be responsible for advising all of their staff of the existence of, and their confidentiality obligations under, the Protective Order, and shall be responsible for any non-compliance with the Protective Order by members of their staff that have not signed an agreement to be bound by the Protective Order;

b. The officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed or have agreed under oath and on the record to be bound by the “Agreement to Be Bound by Protective Order” (Exhibit A);

c. Experts of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed or have agreed under oath and on the record to be bound by the “Agreement to Be Bound by Protective Order” (Exhibit A);

d. The Court and its personnel;

e. Court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this litigation;



1 f. During their depositions or at trial, witnesses in the action to whom  
 2 disclosure is reasonably necessary. Witnesses will not be permitted to retain copies of Protected  
 3 Material unless they have signed or agreed under oath and on the record to be bound by the  
 4 “Agreement to Be Bound by Protective Order” (Exhibit A). Upon request of a Designating  
 5 Party, pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
 6 Material must be separately bound by the court reporter and may not be disclosed to anyone  
 7 except as permitted under this Protective Order; and

8 g. The author of the document or the original source of the information and  
 9 recipients or addressees in the normal course of business.

10 h. Counsel representing clients with present or future cases against the same  
 11 defendant that arise out of the same or similar set of facts, transactions, or occurrences, provided  
 12 that before disclosing my Protected Material to any such counsel, the Receiving Party must  
 13 notify the Designating Party ten (10) days before disclosing such material in order to give the  
 14 Designating Party an opportunity to move for a protective order preventing or limiting such  
 15 disclosure;

16 Notwithstanding the preceding of this paragraph VI(2), a Party that has produced its, his  
 17 or her own Protected Material may disclose such Protected Material to any persons, with or  
 18 without any conditions placed upon such disclosure, as the Party deems appropriate.

19 3. Trial and Dispositive Motion Disclosure. For the purpose of trial and/or  
 20 dispositive motions, the parties acknowledge that a “strong presumption in favor of access”  
 21 exists. A party seeking to seal a judicial record at trial and/or the dispositive motions stage bears  
 22 the burden of establishing “compelling reasons” by “articulating compelling reasons supported  
 23 by specific factual findings,” that outweigh the public policies favoring disclosure.<sup>2</sup>

24 4. Disclosure of Possession of Confidential Information. All persons described in  
 25 paragraph VI above shall not under any circumstances sell, offer for sale, advertise, or publicize either  
 26 the Confidential Information or the fact that such persons have obtained Confidential Information.

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 28 <sup>2</sup> See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-79 (9<sup>th</sup> Cir. 2006).

1                   **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2                   **OTHER LITIGATION**

3                   If a Receiving Party is served with a subpoena or an order issued in other litigation that  
4                   would compel disclosure of any information or items designated in this action as “Confidential”  
5                   the Receiving Party must so notify the Designating Party, in writing (by fax or email if possible)  
6                   immediately and in no event more than seven (7) calendar days after receiving the subpoena or  
7                   order. Such notification must include a copy of the subpoena or court order. The Receiving  
8                   Party also must within ten (10) calendar days inform in writing the party who caused the  
9                   subpoena or order to issue in the other litigation that some or all the material covered by the  
10                  subpoena or order is the subject of this Protective Order and deliver to such party a copy of this  
11                  Protective Order. The Designating Party shall bear the burdens and the expenses of seeking  
12                  protection in that court of its Confidential material – and nothing in these provisions should be  
13                  construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
14                  directive from another court. Once notice is given, and five business days have elapsed, the  
15                  receiving party shall have no further liability for disclosure pursuant to a subpoena or its  
16                  equivalent.

17                   **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18                  If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
19                  Material to any person or in any circumstance not authorized under this Protective Order, the  
20                  Receiving Party must immediately and within not more than seven (7) calendar days: (a) notify  
21                  in writing (using best efforts to use email or fax) the Designating Party of the unauthorized  
22                  disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the  
23                  person or persons to whom unauthorized disclosures were made of all the terms of the Protective  
24                  Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement  
25                  to Be Bound” (Exhibit A). The Receiving Party shall promptly notify the Designating Party of  
26                  the results of its efforts with regards to (b), (c), and (d) herein. After a good faith meet and  
27                  confer effort to resolve and remaining disputes concerning compliance with this paragraph, and  
28                  Party, Receiving Party or Designating Party may seek relief from this Court for non-compliance

1 with this provision. Said relief may include, but is not limited to, preclusion of the Receiving  
2 Party's use in this litigation of the Protected Material that was disclosed contrary to this  
3 Protective Order, or any other sanction deemed appropriate by the Court.

4 **PUBLICLY AVAILABLE OR PREVIOUSLY POSSESSED INFORMATION**

5 The restrictions in the preceding paragraphs regarding disclosure or Protected Material do  
6 not and shall not apply to information or material that: was, is, or becomes public knowledge in a  
7 manner other than by violation of the Protective Order, is acquired by the non-designating party  
8 from a third-party having the right to disclose such information or material; or was lawfully  
9 possessed by the non-designating party before the date of this Protective Order. However, this  
10 provision shall not apply to documents and/or evidence in the Plaintiff's possession which  
11 contains information subject to protection by the official information and/or law enforcement  
12 investigative privileges. The Designating Party shall act in good faith to notify the Receiving  
13 Party of any change in circumstances that renders Confidential Information or Items no longer  
14 Confidential within a reasonable time period after the change becomes known to the Designating  
15 Party.

16 **FILING PROTECTED MATERIAL**

17 Subject to the Federal Rules of Evidence, Protected Material may be filed with the Court  
18 or offered in evidence or hearing or trial of this case. This Order does not seal court records in  
19 this case or apply to disclosure of Protected Material at trial. Further, the parties understand that  
20 documents may be filed under seal only with the permission of the Court after proper motion.  
21 Further, the fact that documents have been designated as "Confidential" shall not be admissible  
22 evidence that the documents in fact contain information entitled to protection from disclosure  
23 under the law.

24 With respect to non-dispositive motions and pleadings, Protected Material or information  
25 derived therefrom is included with, or the contents of such a document are disclosed in, any  
26 documents filed with the Clerk or this Court or any other court, the filing Party shall file said  
27 document under seal. In the event a Party seeks to file Protected Materials with the Court, those  
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documents shall be filed under seal pursuant to Rule 10-5 of the Local Rules of Practice for the U.S. District Court of Nevada. The Party filing such Protected Materials may assert in the accompanying motion any reasons why the Protected Materials should not, in fact, be kept under seal and the Designating Party, who must be properly noticed, may likewise file a motion asserting its position that the Protected Material merits protection under Rule 26(c) of the Federal Rules of Civil Procedure. In such instances, absent extraordinary circumstances making prior consultation impractical or inappropriate, the Party seeking to submit the Protected Material to the Court shall first consult with counsel for Designating Party. This duty exists irrespective of the duty to consult on the underlying motion. Unless otherwise agreed by the Parties to permit service by some other means such as by email or facsimile, copies of any pleading, brief or other document containing Protected Material that is served on opposing counsel shall be delivered in a sealed envelope stamped:

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

and shall be treated in accordance with the provisions of this Protective Order. Subject to the Court's convenience and needs, all material files in this fashion will be kept under seal by the Clerk until further order from the Court.

**ADDITIONAL PROVISIONS**

1. Modification. The Parties may modify this Protective Order by written agreement, subject to approval by the Court. The Court may modify this Protective Order.

2. Right to Assert Other Objections. This Protective Order does not affect or waive any right that any Party otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, this Protective Order does not affect or waive any Party's right to object on any ground to use in evidence any of the material covered by this Protective Order.

3. Privileges Not Waived. This Protective Order does not affect or waive any applicable privilege or work product protection, or affect the ability of a Producing Party to seek relief for an inadvertent disclosure of material protected by privilege or work product protection.

1           4.     Third Party Protections. Any witness or other person, firm, or entity from which  
2     discovery is sought may be informed of and may obtain the protection of this Protective Order by  
3     written notice to the Parties' respective counsel or by oral notice at the time of any deposition or  
4     similar proceeding.

5           5.     Obligations to Third Parties. Nothing herein shall operate to relieve any Party or  
6     non-party from any pre-existing confidentiality obligations currently owed by any Party or non-  
7     party to any other Party or non-party.

8           6.     Retention of Completed "Acknowledgment and Agreement to Be Bound" Forms  
9     (Exhibit A). Completed "Acknowledgment and Agreement to Be Bound" Forms (Exhibit A)  
10    ("form") shall be maintained by the Party that obtained the completed form pursuant to this  
11    Protective Order. The Party retaining the completed form shall produce the form to resolve any  
12    good faith challenge by a Party or Designating Party or dispute concerning whether a person who  
13    is obligated under this Protective Order to complete the form did so properly and complied with  
14    the representations in the form and this Protective Order. If the parties are unable to resolve any  
15    such disputes or challenges through a good faith meet and confer process, the challenging Party  
16    or Designating Party may seek appropriate relief from this Court.

17          7.     Privilege Log. The Parties shall prepare and serve a privilege log of all items not  
18    produced to the other Party under this Protective Order, including any redacted documents.

19          8.     No Judicial Determination. This Order is entered based on the representations and  
20    agreements of the Parties and for the purpose of facilitating discovery. Nothing herein shall be  
21    construed or presented as a judicial determination that any specific document or item of  
22    information designated as Confidential by counsel is subject to protection under Rule 26(c) of  
23    the Federal Rules of Civil Procedure or otherwise until such time as a document-specific ruling  
24    shall have been made.

25          9.     Public Health and Safety. Nothing in this Order is intended to prevent any Party  
26    from raising with the Court any concern that the non-disclosure of certain Protected Material  
27    may have a possible adverse effect upon the general public health or safety, or the administration  
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1 or operation of government or public office.

2  
3 IT IS SO STIPULATED this the 6 day of March 2015.

4 **LANGFORD McLETCHE LLC**

**MARQUIS AURBACH COFFING**

5  
6 By: /s/ Margaret A. McLetchie, Esq.

By: /s/ Nick D. Crosby, Esq.

7 Margaret A. McLetchie, Esq.

Nick D. Crosby, Esq.

8 Nevada Bar No. 10931

Nevada Bar. No. 8996

9 616 S. 8th Street

10001 Park Run Drive

Las Vegas, Nevada 89101

Las Vegas, Nevada 89145

Attorney for Plaintiff

Attorney for LVMPD

11 IT IS SO ORDERED this 9th day of March 2015.

12  
13   
14 United States Magistrate Judge

15  
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19 **\*\*WITH ATTACHMENTS INCLUDED\*\***

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, have read in its entirety and understand the Protective Order that was issued by the United States District Court, for the District of Nevada on \_\_\_\_\_, 2015, in the case of Iacob v. Las Vegas Metropolitan Police Department, Case No. 2:14-cv-00923-JAD-GWF. I agree to comply with and to be bound by all terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order that any person entity except in strict compliance with the provisions of this Order. Further, I solemnly promise that I will not offer to sell, advertise or publicize that I have obtained any Protected Material subject to this Protective Order.

At the conclusion of this matter, I will return all Protected Material which came into my possession to counsel for the party from whom I received the Protected Material, or I will destroy those materials. I understand that any Confidential Information contained within any summaries of Protected Material shall remain protected pursuant to the terms of this Order.

I further agree to submit to the jurisdiction of the United States District Court, for the District of Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I certify under the penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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**EXHIBIT B**

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**CERTIFICATION BY COUNSEL OF DESIGNATION OF INFORMATION AS  
CONFIDENTIAL**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

FILIP C. IACOB,

Case No.: 2:14-cv-00923-JAD-GWF

Plaintiff,

**CERTIFICATION BY COUNSEL OF  
DESIGNATION OF INFORMATION AS  
CONFIDENTIAL**

vs.

LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT; AND DOE  
DEFENDANTS  
I-X,

Defendant.

Documents produced herewith, whose Bates numbers have been listed on the attached Confidentiality Log, have been marked as CONFIDENTIAL subject to the Confidentiality Order entered in this action which Order is dated \_\_\_\_\_, 2015.

By signing below, I am certifying that I have personally reviewed the marked documents and believe, based on that review that they are properly subject to protection under the terms of Paragraph 3 of the Confidentiality Order.

I am a member of the Bar of the United States District Court for the District of Nevada. My Nevada Bar number is \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Counsel

\_\_\_\_\_  
Printed Name of Counsel

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[illegible]